



NOTICE TO PROSPECTIVE PROPOSERS FOR SIGNAGE DESIGN PROGRAM SERVICES

October 22, 2004

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP Number SFBC 04-09 and RFP for Signage Program Design Services. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the San Francisco Bay Conservation and Development Commission (BCDC) this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

For specific questions concerning this project and RFP.	General questions regarding the RFP process:	Information concerning BCDC is available at BCDC's website:
<p>Joseph LaClair Senior Planner e-mail: joel@bcdca.gov 415-352-3656</p> <p>Brad McCrea Bay Design Analyst e-mail: bradm@bcdca.gov 415-352-3615</p>	<p>Sharon Louie Contracts Administrator San Francisco Bay Conservation and Development Commission e-mail: sharonl@bcdca.gov 415-352-3638</p>	<p>http://www.bcdca.gov</p>

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sharon Louie
Contract Administrator

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**Request for Proposal #04-09
Signage Program Design Services
Shoreline Access and Bay Trail Signage Program**

I. Purpose and Description of Services

The San Francisco Bay Conservation and Development Commission ("BCDC"), an agency of the State of California, is seeking the services of a sign design consultant to prepare a comprehensive signage program for the shoreline recreation trails and public access areas required in BCDC permits. BCDC is developing this regional program in close cooperation with the Association of Bay Area Government's (ABAG) San Francisco Bay Trail Project. The Bay Trail Project staff, Board of Directors and Steering Committee endeavor to complete the Bay Trail, a 500-mile multi-use recreational trail encircling San Francisco Bay. The sign program will include design requirements and guidelines for signs that identify BCDC required public access areas and San Francisco Bay Trail segments, as well as way-finding, interpretive and visitor management signage. The purpose of the comprehensive sign program is to develop consistent, understandable, recognizable and accessible signage and to: (1) clearly identify public access areas and related parking; (2) assist visitors in determining their location and the locations of nearby recreational opportunities and facilities; (3) interpret natural and cultural resources unique to each recreation site; and (4) inform visitors of behavioral norms. The Shoreline Access and Bay Trail Signage Program (signage program) will be produced in a bound booklet with 8-1/2-inch by 11-inch pages, which can be distributed to design professionals, other state agencies, local governments the public, and it will be available electronically on BCDC's and ABAG's websites.

The consultant chosen will be expected to: (1) have a thorough understanding of recreation area planning and the development process of a comprehensive sign program consisting of various types of signage in recreational settings; (2) extensive experience in compliance with the Americans with Disabilities Act and California's Title 24 accessibility requirements; (3) ability to prepare all levels of sign drawings from conceptual art to working drawings, including mounting elements; and (4) exceptional written and graphic communication skills.

II. Minimum Qualifications and Requirements for Proposers

A. Experience and Capability. The consultant must possess the background, experience and capability necessary to successfully perform the major work tasks described in "Description of Representative Tasks" in Section III.C.

B. Knowledge of Contemporary Environmental Graphic Development Techniques and Materials. The consultant selected must have a thorough knowledge and experience in the design of signage and wayfinding systems, as well as identity development and environmental and cultural interpretation. Particularly, the chosen consultant will have a demonstrated competence in all phases of project assessment, concept development, way finding planning, design development, construction documentation, code requirements and fabrication coordination. The consultant should also possess experience working with Mac software programs including Adobe Illustrator, Adobe Photoshop and a 3-D software. Knowledge of related drawing and typography skills, demonstrated ability to design in conformance with the American's with Disabilities Act (ADA) guidelines as well as state accessibility laws. Experience with finishing services of large format printing and laminating is also important. In addition, the consultant must have experience in site planning principals and the design and formatting of signage that includes text, maps and graphics to communicate public agency requirements and the spatial arrangement of recreational opportunities. The consultant must be able to work effectively with and communicate with the Commission's staff, other support personnel and local government staff.

C. **Qualified to do Business in California.** The Contractor must be qualified to do business in California.

D. **Contractor Certification Clauses (CCC) 304.** The Contractor must be able to certify that the firm can comply with the Contractor Certification Clauses Form (CCC) 304. The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language or (Attachment #5).

E. **Standard Agreement.** A blank "Standard Agreement" is attached for your information (Attachment #6). On the reverse side of the Standard Agreement is contract language mandated by the State to be included in contracts into which BCDC enters.

F. **Public Contract Code.** Provisions in the Public Contract Code shall apply to the contract. Contractor should be aware of the following sections:

1. 10370 which requires an evaluation of the contractor's performance at the conclusion of the contract;
2. 10371(e)(2) which requires that if the contractor has never had a contract with the State before, that resumes of key personnel working under contract be attached to the contract; and
3. 10381(c) pertaining to the resolution of disputes.

III. Proposal Requirements and Information

A. **Key Action Dates.** It is recognized that time is of the essence. All proposers are hereby advised of the following RFP schedule and will be expected to adhere to the required dates and times.

<u>EVENT</u>	<u>DATE</u>
RFP available to prospective proposers	October 22, 2004
Pre-proposal Conference (optional)	November 4, 2004 @ 9:30 a.m.
Written Question Submittal Deadline	October 28, 2004 @ 4:00 p.m.
Final Date for Proposal Submission	November 8, 2004 @ 4:00 p.m. at BCDC's office
Evaluation of Proposal Package/ Costs and selection of finalists for interview	November 9, 2004
Interview finalists	November 22, 2004 @ 1:30 p.m. to 4:30 p.m.
Post Intent to Award Notice	November 23, 2004
Final day to file a protest	December 3, 2004 @ 4:00 p.m.
Agreement Award Date to successful proposal	December 4, 2004
Contract development, processing & approval	December 16, 2004
Proposed contract start date	January 14, 2005

B. Optional Pre-Proposal Conference

1. An optional pre-proposal conference is scheduled at BCDC's offices at 50 California Street, Suite 2600, San Francisco, California on November 4, 2004, at 9:30 AM, for the purpose of discussing concerns regarding this RFP.
2. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company.
3. The proposer, if selected as a finalist must be present at the interview on November 22, 2004 in BCDC's offices at 50 California Street, Suite 2600 San Francisco, California at a time between 1:00 p.m. and 4:00 p.m. to be arranged in consultation with BCDC staff.
4. For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-proposal conference and interview. The Contractor must call BCDC at (415) 352-3600 no later than the fifth working day, October 28, 2004, prior to the scheduled date and time of the pre-proposal conference to arrange for a reasonable accommodation. The Contractor must call BCDC at (415) 352-3600 no later than the fifth working day, November 15 prior to the scheduled date and time of the interview to arrange for reasonable accommodation.

C. Description of Represented Tasks and Deliverables

1. **Sign Program Summary.** The selected sign design consultant will be expected to work with the staffs of both BCDC and the Bay Trail Project to develop the following components of the comprehensive sign program:
 - a. public access area identification sign(s) that will serve to identify public access areas required in BCDC permits, and identify the San Francisco Bay Trail; public parking identification signage; and guidelines for placement of these signs;
 - b. a way-finding signage template;
 - c. guidelines for interpretive signage and examples of signs that meet the guidelines;
 - d. a suite of visitor behavior management signage to inform visitors of the norms that limit visitor use of shoreline access areas;
 - e. guidelines for signing staging areas and access points, trails, piers and other shoreline recreational features; and
 - f. guidelines or standards for mounting each of the types of signage in the program that contributes to the recognizable character and consistency of the program.
 - g. guidelines for retrofitting existing shoreline public access areas and Bay Trail segments.
2. **Detailed Description.** Following is a more explicit description of signage program tasks and deliverables summarized above:
 - a. **Identification Signage.**

BCDC's existing approach to signage that identifies shoreline public access areas is a "public shore" sign that has been in use in various formats for over 30 years. This

public shore sign has been consistently used recently in a modified format to identify public shore parking spaces. The Bay Trail project has one sign in three different sizes that it uses to identify segments of the Bay Trail, a 400-mile recreational trail encircling San Francisco Bay (see Attachment A for examples of current signs in use).

The consultant will advise BCDC and the Bay Trail of the merits and detriments of both agencies using a new combined sign to identify both BCDC required public access areas and the Bay Trail. The consultant will meet with representatives of both agencies and advise them which course to take, combined or separate identification signage with a clear rationale for the recommendation. Whichever approach is recommended, the consultant shall design a sign that works for those public access areas that are not on the Bay Trail. The consultant will then develop a new sign that identifies both BCDC required public access areas and the San Francisco Bay Trail or one or two new identification signs for either BCDC public access, the Bay Trail or both. This sign(s) will serve as an icon throughout the nine-county San Francisco Bay Area and should be immediately recognizable as an indicator of San Francisco Bay shoreline access areas. The sign(s) should be scalable, and readable at on a sign that is 4-inches square as well as 6-feet square. The sign should also include contact information for BCDC, such as "Inquiries concerning this public access area should be directed to BCDC at www.bcdc.ca.gov," or some other approach to providing contact information.

The consultant will also develop a public shore parking identification sign. This sign should also serve as a consistent icon throughout the Bay Area to identify public parking places for those using public shoreline recreation areas and trails. The consultant will develop standards for the area, trail and parking identification signs, including size, shape, color, text, material and mounting at a working drawing level of detail.

- Deliverables:**
1. Recommendation on approach to Identification Sign(s)
 2. Design for new Identification sign, at a working drawing level of detail, including mounting options. Mounting may be integrated with other signs in the program.
 3. New public shore parking identification sign standards and mounting guidelines.
 4. Guidelines for placement of identification signage, including spacing along shoreline trails.

b. Wayfinding Signage.

The consultant will prepare guidelines and standards for vehicular and pedestrian wayfinding signs and maps to be placed at access points to shoreline access areas or trails that will serve as a guidance system to ensure successful use of the area or trail by visitors. Pedestrian wayfinding signage should be based on the maps produced by the San Francisco Bay Trail project and should identify: the visitors location, nearby facilities, including parking, restrooms, parks, relevant commercial services and points of interest or obvious geographical features. Wayfinding signage will also provide opportunities for acknowledging BCDC and

the Bay Trail Project and perhaps the California Coastal Conservancy, and the owner of the site. The guidelines should define for designers how to determine which information should be included on a wayfinding map for a particular site. The standards should specify the type of map, size, legend size, legend content, and how to depict various information on the wayfinding map. Vehicular wayfinding signs will guide visitors from the nearest public street to public access parking spaces, and from public parking to the shoreline. Vehicular signage should be scalable so that the program could be extended onto freeway and other public road signs. The vehicular wayfinding sign program should include the successful Caltrans' and the Department of Fish and Game's Watchable Wildlife signs, including information on how to participate in that program. The consultant will develop standards for these signs (except Watchable Wildlife), including size, shape, color, text, material and mounting at a working drawing level of detail.

Deliverables: 1. Recommendation on approach to Wayfinding Sign(s)

- a. Design for wayfinding sign or map at a working drawing level of detail, including mounting options. Mounting may be integrated with other signs in the program.
- b. Public shore parking wayfinding sign standards and mounting guidelines.

c. Interpretive Signage

The purpose of interpretive signage is to enrich visitor's experiences by providing memorable educational and recreational information, and to foster the development of a personal stewardship ethic. Enjoyment of Bay resources is a fundamental part of the visitor experience. Interpretation will be successful by using the right combination of original objects and effective media. Each site's interpretive program will be derived from Bay resources, themes related to the site's historical significance, and other unique characteristics of the site.

The consultant will develop guidelines to be used by the staff, permittees, and design professionals to formulate appropriate interpretive signs and objects for shoreline recreation areas and trails. The guidelines will describe the general approach to be taken in determining the appropriate topics to address, how to format signs with text and images, the proper use of artifacts, objects, and mounting options and requirements. The guidelines should include examples, using photographs and drawings depicting successful approaches to interpreting natural, historical, technological, sociological, and other relevant topics, and the successful use of art and artifacts for interpretation.

Deliverable: Guidelines for the design of interpretive Sign(s), including mounting guidelines.

d. Visitor Behavior Norms Signage

Visitor behavior management signage informs visitors of the behavioral norms and for a particular shoreline public access area or Bay Trail segment. These norms

can include hours of operation and closure, areas that are off-limits, identification of hazards, yield signs and other traffic management signs, rules such as dogs on leash, no-roller blading or skateboarding permitted, etc.

In general, this type of management signage is intended to:

- (1) Protect public health and safety
- (2) Prevent unacceptable impacts to Bay Resources
- (3) Minimize user conflicts
- (4) Otherwise implement site management objectives.

The visitor management segment of the signage program should include buoys identifying sensitive wildlife areas that should be avoided when approaching from the water side. At several locations in San Francisco Bay, recreational boaters, windsurfers, operators of personal watercraft, swimmers, and others can impact sensitive species such as foraging and roosting shorebirds, rafting ducks and hauled-out harbor seals. To protect sensitive wildlife and habitats from disturbance from waterside approaches, buoys and pile mounted signs are used to alert recreational users of areas closed to human intrusion.

The consultant should prepare guidelines, standards and mounting guidelines for a suite of visitor behavior norms signs and buoys. This segment of the program needs to consider control signage installed by state and local governments where trails are within areas subject to state and local laws and codes. Consider using the vocabulary of standardized traffic, road, and highway signs for these informational directional, prohibitive, and instructional signs.

Deliverable: Guidelines for the design of interpretive Sign(s), including mounting guidelines.

e. Mounting standards and guidelines.

The consultant will prepare standard approaches to mounting identification, wayfinding and visitor norm signage included in the comprehensive sign program. The consultant will prepare guidelines for the mounting of interpretive signs. Although uniformity of mounting approaches for each type of sign is preferred, creating varying mounting styles for different environments will likely be necessary. For example, mounting to a handrail in an highly urbanized "hard-edged" shoreline area requires a different approach than mounting in a pastoral setting adjacent to wetland in a wildlife refuge. The mounting standards and guidelines should strive for consistency while providing variation consistent with the character and setting of each landscape type. Mounting standards should be expressed at a working drawing level of detail. Guidelines should be expressed using photographs and drawings.

Deliverables: 1. Mounting standards at a working drawing level of detail for identification, parking identification, wayfinding and behavior norms signs.

2. Mounting guidelines for interpretive signs, expressed using photographs and drawings.

f. General Guidelines for Signs, Staging Areas and Access Points.

The signage program should include general guidelines for sign design, and placement at staging areas and access points that address, but are not limited to the following topics:

- (1) Signs should be accessible, pursuant to the American's With Disabilities Act and the State of California's Title 24 requirements.
- (2) Signs should be placed at decision making areas (entrance, intersections, etc.)
- (3) Develop appropriate signs for the main group of users as well as children, elderly, visually impaired, etc.
- (4) Graphics should be legible, direct, to the point, and visible from a reasonable distance.
- (5) Graphics should be designed and placed consistently throughout the space.
- (6) Avoid creating visual clutter; use signs for only the most important information, otherwise too many signs become "invisible" to the eye and useless.
- (7) Guidelines for using languages other than English on signs and an approach to determining when multi-lingual signs are needed.

Deliverable: Written and graphic representation of general guidelines for signs.

g. Guidelines for Retrofitting existing Public Access Areas and Bay Trail Segments.

The signage program should include general guidelines for installing signs at existing public access areas, staging areas and trail segments that were improved with limited signage, prior to creation of the comprehensive signage program.

Deliverable: Written and graphic representation of general guidelines for signs.

General Deliverable: The Consultant shall provide 12 copies of the completed Shoreline Access and Bay Trail Signage Program in color, in a bound booklet, one copy-ready version and two copies in modifiable electronic file format to be determined in consultation with the client.

3. **Work Tasks and Client Services.** Successful delivery of the program content will require interaction with BCDC staff (the client), the Bay Trail Project staff, other relevant agencies, the Commission's Design Review Board and the Commission. The bid proposal should reflect the following tasks and services.
 - a. **Client Meetings.** At least six meetings with the client to discuss the overall content of the program and review revised proposals. The meetings will cover the following topics:
 - (1) Initial consultation and clarification of existing materials and goals for signage

program. Review of proposed schedule and confirmation of milestones and work products.

- (2) Preliminary concept proposals for each of the four content areas
- (3) Revised concept proposals
- (4) Detailed proposals, including guidelines and standards
- (5) Revised detailed proposals
- (6) Site visit to various sites to view existing signage in the field.

b. Design Review Board, Bay Trail Steering Committee and Commission Meetings. The consultant will present the signage program with assistance from the staff at up to two public meetings of the Commission's Design Review Board, at a meeting of the Steering Committee for the Bay Trail Project and at a public meeting of the San Francisco Bay Conservation and Development Commission. The program will be at a draft level of completion for presentation to the DRB and Steering Committee and in final form for presentation to the Commission.

c. Research and Compilation. The consultant will conduct research with the California State Parks Department, the National Park Service, the East Bay Regional Parks District, and other sources as needed to develop a base of prototypes for the signage program. Lands managed by California State Parks, the National Park Service, East Bay Regional Park District and other shoreline parks will not be signed with identification or wayfinding signs, but will be improved with signs consistent with the policies and programs of those park agencies.

4. Work Plan and Work Schedule Requirements. The proposer shall develop a work plan or schedule for task completion. The work plan shall identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

a. Project Personnel. List all personnel who will be working on the project and their titles, describe their relevant experience, including resume(s).

b. Facilities and Resources. Explain where the services will be provided and what type equipment is needed to perform the services.

D. Budget, Term, Cost Detail Format and Method of Payment

1. **Budget and Term.** The Commission has budgeted up to \$45,000.00 for the consultant services described above. It is expected that work on the project will begin approximately January 15, 2005 and be completed no later than June 30, 2005.

2. **Cost Detail Format.** The cost of the work described in Section III.C.3 Description of Representative Tasks and Deliverables should be described in an outline by task and deliverable, including identification of team members of the consultant team that would work on each task and deliverable. The cost should include direct and any indirect (overhead) cost.

The consultant may be required to travel to public access and Bay Trail sites in the course of this project. Travel and related expenses should be included in the proposal.

3. **Method of Payment.** The selected consultant will be reimbursed on a task or product completed basis to be determined at the time the contract is completed.

E. Submission of Proposal. The proposal must be submitted in duplicate, to the attention of Ms. Sharon Louie and must be received in the Commission's office, 50 California Street, Suite 2600, San Francisco, California 94111, by **4:00 P.M., November 8, 2004**. The proposal must include the following:

1. **Statement of Project.** A brief statement of the entire project as seen by the prospective consultant.
2. **Cost.** The hourly or daily rate of payment charged by the prospective consultant that would work on the project in a separate sealed envelope marked "COST PROPOSAL - DO NOT OPEN."
3. **Description of Qualifications.** A brief description of the prospective consultant's qualifications and experience with particular emphasis on: land use planning studies and policy plans; public or private policy plan design and formatting; computer mapping; lay out and camera ready art work preparation; four-color map presentation and production based on cartographic techniques; computer and slide presentation design and formatting; and coordinating and monitoring document and four-color map printing. (Note: it will be helpful to relate your qualifications to the work tasks described in the "Description of Representative Tasks" above.)
4. **References.** The name, address and telephone numbers of three references.
5. **Samples of Work.** Two samples of the prospective consultant's work which most closely correspond to the consultant work being requested by BCDC. All samples of work will be promptly returned upon request.
6. **California Contractor Identification Number.** The prospective consultant's California contractor's identification number. (Potential consultants seeking additional information on this state requirement should contact the state Department of General Services, Office of Small and Minority Business, (916) 322-5060.)
7. **Small Business Preference.** Section 14835 et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of small business, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small and Minority Business (OSMB) by 4:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-7122.

Qualifying "small businesses" will receive 5 percent preference for the purposes of evaluation of bids. All bidders who are claiming Small Business Preference shall submit a copy of their proof of Small Business Certification from OSMB.

8. **Payee Data Record.** Completed Payee Data Record (Attachment #4).
9. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and

- accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
10. All proposals must be submitted under **sealed** cover and sent to San Francisco Bay Conservation and Development Commission by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates. Proposals received after this date and time will not be considered.
 11. A minimum of **2 copies of the proposal** must be submitted.
 12. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
 13. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "**PROPOSAL - DO NOT OPEN**", as shown in the following example:

San Francisco Bay Conservation and Development Commission
50 California Street, Suite 2600
San Francisco, CA 94111
RFP Number SFBC 04-09
Bid for Signage Program Design Services

PROPOSAL - DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

All cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal and marked "Sealed Cost Proposal-DO NOT OPEN".

Proposals not submitted under sealed cover and marked as indicated may be rejected.

14. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
15. Mail or deliver proposals to the following address:

San Francisco Bay Conservation and
Development Commission
50 California Street, Suite 2600
San Francisco, CA 94111

ATTN: Sharon Louie, Contracts Administrator

16. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
17. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
18. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
19. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
20. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
21. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with (19) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
22. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
23. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
24. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
25. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
26. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
27. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. You may review the GTC at: <http://www.documents.dgs.ca.gov/ols/GTC-304.doc>
28. No oral understanding or agreement shall be binding on either party.

F. Evaluation Process

1. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
3. The client will evaluate the proposals using the rating/scoring criteria described in this RFP, and will select up to 3 finalists for interviews. Scores from interviews will be combined with totals from the rating/scoring criteria to reach a final score.
4. The final selection will be made to the highest scored responsive proposal.
5. **Proposal Evaluation.** The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of (119) points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.) A minimum of (5) points must be achieved for each rating/scoring criteria.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
<u>Statement of the Project</u>	10
Understanding of the objectives as stated, including effectiveness, applicability, completeness and presentation of a work plan. (5)	
Project organization, work plan, schedule budget and controls. (5)	
<u>Description of Qualifications & Experience</u>	30
Resources and experience of the proponents firm in successfully completing similar work. (10)	
Experience, qualifications and availability of proponent team members. (10)	
Demonstration that experience and availability of staff and firm resources is sufficient to facilitate timely completion of the project. (5)	
Familiarity with ADA and multi-lingual requirements (5)	
<u>Proven ability to meet time-lines and budgets on past comparable projects.</u>	20
<u>Samples of Work</u>	25
<u>Cost</u>	20
SubTotal Points	105
Interview	35
Small Business Preference (If you are certified Small Business, the proposer will be awarded 5% Preference)	7
TOTAL POSSIBLE POINTS	147

5. The sealed envelopes containing the cost information for the proposals that meet the format requirements and standards shall then be publicly opened and read. The agreement will be awarded to the highest scored responsible bidder meeting the requirements outlined in this RFP.
6. The Commission, based on the recommendation of the Commission's Executive Director, makes final approval of a consultant. The Executive Director will make his choice based on the recommendation of the review panel. All prospective consultants will be promptly informed of the Executive Director's choice and the actions of the Commission.

G. Award and Protest

1. Notice of the proposed award shall be posted in a public place in the office of the San Francisco Bay Conservation and Development Commission, located at 50 California Street, Suite 2600, San Francisco, CA 94111 for five (5) working days prior to awarding the agreement.
2. If any proposer, prior to the award of agreement, files a protest with the San Francisco Bay Conservation and Development Commission and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
3. **Within five (5) days** after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the San Francisco Bay Conservation and Development Commission a **detailed** statement specifying the grounds for the protest.
4. Upon **resolution of the protest** and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS, click Fill & Print Standard eForms, input Form "204" No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
5. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC) 304, which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

H. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

I. Agreement Execution and Performance

- a. Service shall start not later than (60) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

IV. Preference Programs

Small Business Preference - <http://www.pd.dgs.ca.gov/smbus/default.htm> Section 14835 et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of small business, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small and Minority Business by 4:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-7122.

V. Effect of Proposal

This Request for Proposal is a means by which BCDC may ascertain the potential availability of qualified individuals/firms in the field. It does not in any way constitute a valid agreement. Prospective contractors may not commence performance until a contract has been authorized and approved by the Commission, and a fully executed contract is signed by the Commission and by the contractor.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Proposer References
_____ Attachment 4	Payee Data Record (STD 204) (if currently not on file)
_____ Attachment 5	Contractor Certification Clauses (CCC) 304 can be found on the Internet at: http://www.ols.dgs.ca.gov/Standard+Language/default.htm

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Information (pages 4 through 11) nor the "Sample Agreement" at the end of this RFP.

- A. All-inclusive cost proposal is submitted in a sealed envelope marked **"Cost Proposal - Do Not Open"**.
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:		
If yes, enter certification number: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

CONTINUATION OF ATTACHMENT 2: COMPLETION INSTRUCTIONS FOR PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the
Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4

**PAYEE DATA RECORD
STD 204**

This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS, click [Fill & Print Standard eForms](#), enter form # "204"

ATTACHMENT 5

CONTRACTORS CERTIFICATION CLAUSE FORM (CCC 304)

Contractor Certification Clauses (CCC) 304 can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> or a copy of the CCC 304 is provided below.

CCC-304

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July

1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

CURRENT STATE EMPLOYEES (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

FORMER STATE EMPLOYEES (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 6

**SAMPLE OF STD 213
STANDARD AGREEMENT
(see following page)**

AGREEMENT NUMBER

SFBC 04-09

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

San Francisco Bay Conservation and Development Commission

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: January 15, 2005 through TBD

3. The maximum amount of this Agreement is: \$ 45,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

San Francisco Bay Conservation and Development Commission

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Will Travis, Executive Director

ADDRESS

50 California Street, Suite 2600, San Francisco, CA 94111

**California Department of General
Services Use Only**

☐ Exempt per:

SAMPLE
EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- A. Contractor agrees to provide consulting signage program design services to the San Francisco Bay Conservation and Development Commission (hereinafter referred to as BCDC) as described herein. The services shall include but are not limited to the following:

In consultation with staff of both BCDC and the Bay Trail Project to develop the following components of the comprehensive sign program:

- a. public access area identification sign(s) that will serve to identify public access areas required in BCDC permits, and identify the San Francisco Bay Trail; public parking identification signage; and guidelines for placement of these signs;
 - b. a way-finding signage template;
 - c. guidelines for interpretive signage and examples of signs that meet the guidelines;
 - d. a suite of visitor behavior management signage to inform visitors of the norms that limit visitor use of shoreline access areas;
 - e. guidelines for signing staging areas and access points, trails, piers and other shoreline recreational features; and
 - f. guidelines or standards for mounting each of the types of signage in the program that contributes to the recognizable character and consistency of the program.
 - g. guidelines for retrofitting existing shoreline public access areas and Bay Trail segments.
- C. The project representatives during the term of this agreement will be:

State Agency: San Francisco Bay Conservation and Development Commission	Contractor:
Name: Joseph LaClair, Senior Planner	Name:
Phone: (415) 352-3656	Phone:
Fax: (415) 352-3606	Fax:
Email: joel@bcdcc.ca.gov	

SAMPLE
EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number, time period covered; description of services provided and shall be submitted in triplicate not more frequently than monthly in arrears to:

San Francisco Bay Conservation and Development Commission
Attn: ACCOUNTING
50 California Street, Suite 2600
San Francisco, CA 94111

2. **Budget Contingency Clause**

- a. As compensation for the satisfactory performance of the work described in the "Scope of work, Exhibit A", BCDC agrees to pay the consultant a sum that shall not exceed FORTY-FIVE THOUSAND DOLLARS (\$45,000).

Of this amount the maximum amount payable for the period from December 1, 2004 through June 30, 2005 shall not exceed \$60,000. In fiscal year 2005/06 and 2006/07 amount payable shall not exceed \$60,000 each fiscal year.

- b. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

- a. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- b. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the government Code of the State of California.

SAMPLE
EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.dgs.ca.gov/contracts

GTC 304

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200.

Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a.. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b. No state funds received under this agreement will be used to assist, promote or deter union organizing.

c. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

SAMPLE
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. **Termination.** This agreement may be terminated at will by either party upon THIRTY (30) days written notice to the other party and as outlined in Exhibit C, paragraph 7, Termination for Cause.
2. **Notices.** All notices herein provided to be given or which may be given, by any party to the other parties, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed to the other parties at their addresses set forth below. The addresses to which the notices shall be mailed as aforesaid may be changed by written notice given by subject party to the other parties; but nothing herein contained shall preclude the giving of any such notice by personal service.

CERTIFIED MAIL REQUESTED TO:

San Francisco Bay Conservation and Development Commission
Attention: Joe LaClair, Senior Planner
50 California Street, Suite 2600
San Francisco, CA 94111
(415) 352-3600

OR

CONTRACTOR

Name
Address
Phone

3. **Resolution**

By signing on the cover of this Agreement, BCDC certifies that at the San Francisco Bay Conservation and Development Commission (Commission) meeting of January 17, 2002 Commission authorized the execution of this Agreement.

4. **Resolution of Disputes.** In the event of a dispute, Contractor shall file a "Notice of Dispute" with BCDC, Will Travis, Executive Director or his designee within ten (10) days of discovery of problem. The BCDC's Executive Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the BCDC's Executive Director, Will Travis shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

5. **Subcontracts.** Contractor may employ or sub-contract other professional assistance when needed by special requirement of tasks and BCDC shall have no obligations towards sub-contractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any sub-contractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its sub-contractors is an independent obligation

from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Evaluation of Contractor.** Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.
7. **Conflict of Interest.** "Contractor" is not a consultant within the meaning of Regulation Section 1870 (a) (2) of the Fair Political Practices Commission Regulations. Therefore, is excused from any need to file a statement of economic interest.